



<b>Effective Date</b>	
<b>Master Deposit Account Number</b>	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

## Custom Technology Deposit Account Service Agreement

### 1. Introduction

This Custom Technology Deposit Account Service Agreement (the "**Agreement**") is entered into by and between CA, Inc. (the "**Depositor**") and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Depositor and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology deposit accounts as described in Exhibit A attached hereto ("**Services**"). Depositor shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at [www.ironmountainconnect.com](http://www.ironmountainconnect.com) or any other website owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").

### 2. Depositor Responsibilities and Representations

- (a) Depositor shall make an initial deposit of proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within ninety (90) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one Deposit Account is maintained with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor may add deposit accounts ("Auxiliary Deposit Accounts") in addition to the initial account created upon execution of this Agreement ("Master Deposit Account"). Each such deposit account shall be governed under the terms of this Agreement. Depositor shall complete the form attached hereto as Exhibit D to individually add Auxiliary Deposit Accounts. Depositor shall complete the form attached hereto as Exhibit D-1 to set up multiple Auxiliary Deposit Accounts.
- (c) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (d) Subject to the terms of this Section 2(d), Depositor represents and warrants that all Deposit Material is readable and useable in its then current form. Depositor represents and warrants that any Deposit Material that is deposited with Iron Mountain, in physical or electronic form, shall be encrypted; provided, however, that the initial deposit of fifty (50) boxes described in Exhibit A shall not be required to be encrypted. For any encrypted Deposit Material deposited with Iron Mountain, the Depositor represents and warrants that the necessary decryption keys to read such material are deposited contemporaneously in a separate delivery or transmission.

### 3. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person (as identified in the "Authorized Person/Notices Table" below) representing the Depositor in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Depositor.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material to enrolled Beneficiaries enrolled under the terms of this Agreement.
- (d) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the direct control of Iron Mountain and located in the continental United States in secure and locked facilities, which are accessible only to authorized Iron Mountain personnel, unless otherwise agreed to by the Parties. Iron Mountain security practices consist of the following: (i) documented chain of custody for Deposit Materials; (ii) technical and procedural

measures to prevent unauthorized access to physical and electronic vaults; and, (iii) physical security practices and restricted access to the vault and the Deposit Materials.

- (e) Iron Mountain will store two copies if requested by Depositor (otherwise one copy) of all Deposit Material in electronic format (if delivered in such format by Depositor).
- (f) Iron Mountain will not permit the replacement or removal of previously submitted Deposit Material without appropriate written documentation and consent of Beneficiary, if applicable.
- (g) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services under this Agreement, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.
- (h) Upon receipt of a Work Request (submitted pursuant to Exhibit A, attached) from Depositor, Iron Mountain will copy and electronically send Deposit Material to Depositor via SFTP, provided such Deposit Material was originally deposited via SFTP. Notwithstanding the foregoing, the availability of this service will begin on March 31, 2013.
- (i) Iron Mountain shall use commercially reasonable efforts and industry standard safeguards to protect the integrity and confidentiality of the Deposit Materials, and shall administer the receipt, verification, storage and release (as applicable) of the Deposit Materials using reasonable and appropriate administrative, physical and technical safeguards to protect the privacy and security of the Deposit Materials.
- (j) Iron Mountain shall inform Depositor of any material changes that could reasonably be expected to have a negative effect on the security or stability of Iron Mountain's infrastructure, software, hardware, or premises, or material changes to practices, policies, or procedures related to security.
- (k) For the Term of this Agreement, Iron Mountain shall maintain in force appropriate policies and procedures concerning business continuity and security. Upon Iron Mountain's discovery of any breach of security that directly affects the Deposit Materials or the loss of or unauthorized disclosure of any Deposit Materials, Iron Mountain shall advise Depositor promptly and shall take such further actions as it deems reasonably necessary to mitigate any damage resulting from such breach or loss. Iron Mountain shall provide reasonable assistance and cooperation in the investigation of any such loss or disclosure.

#### **4. Requests for Release of Deposit Material from Third Parties not Enrolled as Beneficiaries**

- (a) In addition to the enrollment and release of Deposit Material process described in Exhibit C, Depositor may provide notice to one or more of its customers that are not enrolled as a Beneficiary(ies) ("Un-enrolled Customer") under this Agreement, that Depositor has deposited certain source code with Iron Mountain and that such Un-enrolled Customer may be entitled to obtain such source code under certain conditions set forth in the Un-enrolled Customer's license with Depositor.
- (b) In the event any such Un-enrolled Customer provides written notice to Iron Mountain at the address specified in the "Authorized Person/Notices Table" below specifying that that an event has occurred entitling it to obtain release of a copy of any such source code, Iron Mountain agrees to provide Depositor with a copy of such notice by commercial express mail.
- (c) Should Depositor confirm that such Un-enrolled Customer is entitled to such source code, Depositor shall provide confirmation to Iron Mountain by adding such customer as a Beneficiary to the appropriate Deposit Account(s) using either (i) Exhibit E, a copy of which is attached hereto for reference, or (ii) the online portal maintained at the website located at [www.ironmountainconnect.com](http://www.ironmountainconnect.com). Thereafter the Parties shall follow the procedures outlined in Section 4 "Filing For Release by Beneficiary" of Exhibit C. .
- (d) Except as set forth in this Section 4, Iron Mountain shall not take any further action with respect to an Un-enrolled Customer until the Un-enrolled Customer is added to the Agreement as a Beneficiary by the Depositor. For the avoidance of doubt, Iron Mountain is not a party to and shall not be bound by the terms of any license or other such agreement solely between Depositor and its customer. Iron Mountain's responsibilities as to release and storage of any material submitted as Deposit Material under this Agreement are solely set forth in this Agreement.

#### **5. Payment**

Depositor shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A ("**Service Fees**"). Iron Mountain shall enroll in Depositor's web-based invoicing system, hosted by JPMorgan, at <http://CA.xign.net>. All invoices must be submitted electronically by Iron Mountain directly through the JPMorgan Business Settlement Network. Questions related to invoicing and payment can be directed to Depositor's Accounts Payable department at [AskAP@ca.com](mailto:AskAP@ca.com). All undisputed Service Fees are due to Iron Mountain within sixty (60) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a one hundred eighty (180) calendar day written notice to Depositor after the Initial Term of this Agreement (as defined below). Such updated Service Fee shall not be increased by more than five percent (5%) during any twelve month period. Depositor is liable for any taxes (other than Iron Mountain income taxes) related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Certain Service Fees and associated taxes may be apportioned between Depositor and Beneficiary, however, as between Iron

Mountain and Depositor and notwithstanding Section 5 (c) below, Depositor is responsible for all fees and those taxes not otherwise subject to an exemption. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent 1% per month (12% per annum) or the maximum rate permitted by law, whichever is less. Depositor agrees that if this Agreement terminates during the Term for any reason other than for the fault of Iron Mountain, all prepaid fees shall be non-refundable. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

In the event, Depositor disputes any invoiced amount, it shall notify Iron Mountain of the nature of such dispute and Iron Mountain shall promptly investigate the disputed amount and within ten (10) business days from receipt of such notice or such longer period as may be mutually agreed upon in writing by the Parties, Iron Mountain shall inform Depositor in writing of the outcome of such investigation. If Depositor continues to dispute any portion of the amount invoiced following such investigation, the Parties shall meet in good faith to resolve such dispute and during the pendency of such dispute, Iron Mountain shall continue to provide Services under this Agreement until the earlier of completion of Services hereunder or termination hereof by a Party.

## **6. Term and Termination**

- (a) The term of this Agreement is for a period of three (3) years from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") (collectively the "Term"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor provides written instructions of its intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) the Agreement terminates under another provision of this Agreement; or (iii) any time after the Initial Term, Iron Mountain provides one hundred eighty (180) days' prior written notice to the Depositor of Iron Mountain's intent to terminate this Agreement. Effective Date and Deposit Account Number to be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the Master Deposit Account.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return physical Deposit Material to the Depositor and will destroy all electronic copies of the Deposit Material. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, after a notice and waiting period of 90 days Iron Mountain shall destroy the Deposit Material. Upon receipt of Work Request (submitted pursuant to Exhibit A, attached) from Depositor prior to completion of termination, Iron Mountain will copy and electronically return Deposit Material to Depositor via SFTP, provided such Deposit Material was originally deposited via SFTP. In the event Depositor is consistently delinquent (defined as being late in the payment of any three (3) or more undisputed Service Fees owed to Iron Mountain in a 12 month period, Iron Mountain may provide Depositor with written notice of Iron Mountain's intent to terminate this Agreement. Depositor shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within sixty (60) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to Depositor and any enrolled Beneficiaries. Notwithstanding the above, any delay in payments owed by a Beneficiary shall not be grounds for termination of this Agreement, but may result in termination of that Beneficiary's enrollment to this Agreement. Depositor agrees to provide reasonable assistance in pursuing any past-due fees owed from Beneficiaries. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain from Depositor under this Agreement remains unpaid. Iron Mountain shall have no obligation to perform the Services under any enrollment to this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under the enrollment to this Agreement remains unpaid.

## **7. Indemnification**

- (a) Depositor at its own expense shall defend and hold Iron Mountain harmless against any claim or action asserted against Iron Mountain (specifically including reasonable attorneys' fees and expenses associated with any such claim or action) to the extent such claim or action is based on an assertion that any Deposit Materials or Iron Mountain's compliance with the written instructions of the Depositor infringes any patent, copyright, license or other intellectual property right of any third party or any other claim or action asserted against Iron Mountain and based upon Iron Mountain's compliance with the written instructions of the Depositor. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent

shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

- (b) Subject to Sections 10 and 11, Iron Mountain at its own expense shall defend and hold Depositor harmless against any claims or action asserted against Depositor (specifically including reasonable attorneys' fees and expenses associated with any such claim or action) to the extent any such claim or action arose or resulted from the negligence or willful misconduct of Iron Mountain, its parent, subsidiaries, officers, directors, employees or contractors. When Depositor has notice of a claim or action, it shall promptly notify Iron Mountain in writing. At its option, Iron Mountain may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Depositor without Depositor's prior written consent, which consent shall not be unreasonably delayed or withheld. Depositor shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

#### **8. Warranties**

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED (I) WITH A HIGH DEGREE OF CARE USING EMPLOYEES AND OTHER PROFESSIONALS THAT POSSESS THE REQUISITE COMPETENCE, SKILLS, EDUCATION, EXPERIENCE AND TRAINING FOR THEIR ASSIGNED ROLE; (II) IN A DILIGENT, WORKMANLIKE AND PROFESSIONAL MANNER; AND (III) IN A MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN HIGHLY CONFIDENTIAL INFORMATION, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.

#### **9. Confidential Information**

Iron Mountain shall use commercially reasonable efforts and industry standard safeguards to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not access, use, disclose, transfer, or make available the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Depositor unless prohibited by law. It shall be the responsibility of Depositor to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor to support efforts to quash or limit any subpoena, at Depositor's expense. Any party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

#### **10. Limitation of Liability**

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (III) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (IV) BREACH OF ANY CONFIDENTIALITY OBLIGATIONS HEREUNDER DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (V) THE DEPOSITOR INDEMNIFICATION OBLIGATIONS OF SECTION 7(a) OF THIS AGREEMENT, THE PARTIES AGREE THAT THE TOTAL CUMULATIVE AGGREGATE LIABILITY OF ANY PARTY TO THIS AGREEMENT FOR DIRECT DAMAGES, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT EQUAL TO THREE YEARS OF FEES PAID OR DUE TO IRON MOUNTAIN UNDER THIS AGREEMENT. THIS SECTION 10 SETS FORTH ANY PARTY'S (INCLUDING ANY BENEFICIARY'S) SOLE LIABILITY AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OR EXPENSES PURSUANT TO THIS AGREEMENT; ALL OTHER REMEDIES OTHERWISE AVAILABLE AT LAW OR IN EQUITY ARE HEREBY EXPRESSLY AND IRREVOCABLY WAIVED BY THE PARTIES.

#### **11. Consequential Damages Waiver**

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE DEPOSIT ACCOUNT SERVICES), OR ANY OTHER INDIRECT DAMAGES (collectively, "CONSEQUENTIAL DAMAGES"), WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

#### **12. General**

- a. Insurance. Iron Mountain shall obtain and maintain in full force and effect during the term of this Agreement (i) commercial general liability insurance (including contractual liability coverage) on an occurrence basis for bodily injury, death, "broad form" property damage, advertising injury and personal injury, with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence for bodily injury and property damage, (ii) auto liability insurance covering all owned, non-owned and hired vehicles, with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence for bodily injury and property damage, (iii) worker's compensation insurance as required by law in the state where the Services will be performed, (iv) employer's liability coverage for injury, disease and death with coverage limits of not less than One Million Dollars (\$1,000,000), per accident and employee, (v) errors & omissions coverage with limits of not less than Two Million Dollars (\$2,000,000) in the aggregate, (vi) crime insurance with limits of not less than Two

Million Dollars (\$2,000,000) each occurrence, (vii) an umbrella liability coverage on an occurrence form, for limits of Three Million Dollars (\$3,000,000), per occurrence and in the aggregate. The insurance policies described in this Section shall name Depositor and its subsidiaries as additional insured with respect to General Liability, Automobile Liability and/or Umbrella Coverage. Upon request, Iron Mountain will provide Depositor with a certificate of insurance evidencing the insurance coverages required under this Section. The insurance companies now or hereafter issuing the foregoing insurance policies shall be insurance carriers to be rated B+ or better by A.M. Best Company. In no event shall the foregoing coverage limits affect or limit in any manner Iron Mountain's contractual liability for indemnification under this Agreement. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Iron Mountain shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required of Iron Mountain under this Section.

- b. Audit. Depositor reserves the right, on not less than ten (10) days advanced written notice to Iron Mountain, to conduct an audit remotely or onsite of Iron Mountain facilities to verify Iron Mountain's compliance with the terms of the Agreement, provided access to data pertaining to other Iron Mountain customers is not provided to Depositor. The scope of such an audit shall be to inspect and examine Iron Mountain's security procedures with respect to this Agreement. Such inspection shall consist of the issuance of a Security Assurance Package and a tour of the Norcross, Georgia secure facility or other facilities containing Deposit Materials. Not more than one audit may be requested in a twelve (12) month period. Depositor agrees that such audit shall be conducted during regular business hours at Iron Mountain offices and Depositor shall endeavor to conduct such audit so as not to interfere unreasonably with Iron Mountain's activities. All costs and expenses for the audit shall be borne by Depositor. Depositor shall not be granted access to the vault but may be allowed to view the interior of the vault. If Depositor elects to have its authorized representative perform such inspection, the authorized representative, excluding any agency with regulatory authority, shall be required to enter into a confidentiality agreement in form and substance reasonably satisfactory to Iron Mountain. However, Iron Mountain reserves the right to refuse such access to anyone who is a competitor of Iron Mountain. While Depositor and/or its authorized representatives are on Iron Mountain premises, they agree to comply with the Iron Mountain safety and security policies.
- c. Incorporation of Work Requests. All Depositor and other valid Work Requests are incorporated into this Agreement.
- d. Purchase Orders. In the event that the Depositor issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- e. Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Depositor or party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- f. Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- g. Authorized Person. Depositor must authorize and designate one or more person(s) whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person/Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain deposit account through the Iron Mountain website or written instruction. The Authorized Person for the Depositor will maintain the accuracy of Depositor and Beneficiary name and contact information provided to Iron Mountain during the Term of this Agreement. Such Authorized Persons may delegate to other Depositor personnel the ability to submit Deposit Materials.
- h. Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Depositor's Authorized Person. In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person (in the case of Depositor), officer, or other employee of the Depositor or enrolled Beneficiary. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to from such representative.
- i. Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- j. Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence,

including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. Notices to Beneficiaries of Depositor under this Agreement shall be directed to such addresses as Depositor shall provide Iron Mountain. For avoidance of doubt, Iron Mountain shall only accept contact data for Beneficiaries from Depositor. Iron Mountain and Depositor shall have the right to rely on the last known address provided by the other Party. Any correctly addressed notice to the last known address that is relied on herein that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities or through messenger or commercial express delivery services.

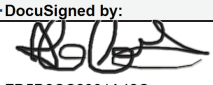
- k. No Waiver. No waiver of any rights under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- l. Assignment. No assignment of this Agreement by either Party, or any rights or obligations of said Party hereunder, may be assigned, in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement to an affiliate or in the event of a merger or acquisition of all or substantially all of the assets and business interests of that Party. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- m. Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other.
- n. Independent Contractor Relationship. Depositor understands, acknowledges, and agrees that Iron Mountain's relationship with Depositor will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- o. Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to seek to recover from the other(s) its reasonable attorneys fees and expenses. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- p. No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Party or bind the other Party in any respect whatsoever.
- q. Regulations. Depositor is responsible for and warrants – to the extent of its individual actions or omissions – compliance with all applicable laws, rules and regulations, including but not limited to: customs law; import; export and re-export laws; and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to procure all necessary consents in relation to personal information and data and otherwise comply with all applicable privacy and data protection laws. Iron Mountain is responsible for, to the extent of its individual actions or omissions, compliance with all applicable laws rules and regulations. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Iron Mountain will be relieved of its obligations hereunder for such unlawful activity unless and until such time as such activity is permitted.
- r. No Third Party Rights. This Agreement is made solely for the benefits of enrolled Beneficiaries and the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by the Parties hereto. Enrolled Beneficiaries shall be considered intended third-party beneficiaries and may claim under this Agreement, but shall be bound by all terms and conditions including but not limited to the Limitation of Liability and Consequential Damages Waiver herein. For the avoidance of doubt, Iron Mountain hereby limits its representations in this Agreement to the Depositor. Iron Mountain hereby limits its representations in this Agreement to enrolled Beneficiaries to the extent those enrolled Beneficiaries have explicit third-party beneficiary rights hereunder.
- s. Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties. For the avoidance of doubt, Iron Mountain and Depositor

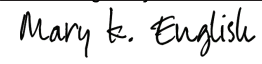
acknowledge that certain service agreements for the performance of escrow services exist between the Parties and entities which have been acquired by the Parties and such agreements and the contractual obligations therein will continue in full force and effect until such agreements expire or are terminated; provided, however, the Parties may agree to work in good faith to attempt to consolidate any such separate service agreements under the terms of this Agreement.

- t. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- u. Survival. Sections 6 (Term and Termination), 7 (Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(balance of this page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR	
Signature	 DocuSigned by: FD5D2CC2301A42C...
Print Name	Alan LoGiudice
Title	Manager, Procurement
Date	November 24, 2012   04:38 PT
Email Address	Alan.LoGiudice@ca.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	 DocuSigned by: 014EBAB3797E426...
Print Name	Mary K. English
Title	VP of operations
Date	November 24, 2012   07:42 PT
Email Address	ipmclientservices@ironmountain.com

Provide the name and contact information of the Authorized Person under this Agreement. All notices will be sent to the individual at the address set forth below.

Depositor Authorized Person/Notices Table (Required information)		Secondary (CC) - Depositor Authorized Person/Notices Table (Required information)	
Print Name	Michael Duncan	Print Name	CA General Counsel's Office
Title	Sr Director, Business Unit Operations	Title	General Counsel
Email Address	michael.duncan@ca.com	Email Address	N/A
Street Address	1001 Winstead Drive, Suite 505	Street Address	One CA Plaza
Province/City/State	Cary, North Carolina	Province/City/State	Islandia, New York
Postal/Zip Code	27513	Postal/Zip Code	11749
Phone Number	919-677-2835	Phone Number	800-225-5224
Fax Number	919-379-9103	Fax Number	631 342 4866


Provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be Processed in accordance with the provisions in Section 5 Payment herein.

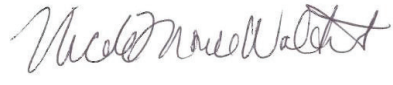
Billing Contact Information Table (Required information)	
Print Name	Michael Duncan
Title	Sr Director, Business Unit Operations
Email Address	michael.duncan@ca.com
Street Address	1001 Winstead Drive, Suite 505
Province/City/State	Cary, North Carolina
Postal/Zip Code	27513
Phone Number	919-677-2835
Fax Number	919-379-9103

#### IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

(balance of this page left intentionally blank – EXHIBITS follow)

<p>Approved as to IPM Operational Content: Iron Mountain IPM Service Delivery</p>  <p>Name: Susannah E. Scott, Contracts Specialist Date: November 19, 2012</p>
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<p>Approved as to Form and Legal Content: Iron Mountain Legal Department</p>  <p>Nicole France Waldert, Contracts Manager Customer Name: CA, Inc. Date: November 19, 2012</p>
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## Exhibit B

### Deposit Material Description

<b>Company Name</b>	<b>Deposit Account Number</b>
<b>Deposit Name</b>	<b>Deposit Version</b>

(Deposit Name will appear in account history reports)

#### Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

#### Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

<b>Encryption tool name</b>	<b>Version</b>
<b>Hardware required</b>	
<b>Software required</b>	
<b>Other required information</b>	

#### Deposit Certification (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
<b>Name</b>	<b>Name</b>
<b>Date</b>	<b>Date</b>
<b>Email Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	

**Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:**

Iron Mountain Intellectual Property Management, Inc.  
 Attn: Vault Administration  
 2100 Norcross Parkway, Suite 150  
 Norcross, GA 30071  
 Telephone: 800-875-5669  
 Facsimile: 770-239-9201

## Exhibit C

### Enrollment of Beneficiaries and Release of Deposit Material

Master Deposit Account Number	
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1. **Enrolling Beneficiaries.** Depositor may enroll one or more beneficiary ("Beneficiary") to a particular Deposit Account or Deposit Accounts being managed under this Agreement. To enroll a Beneficiary, Depositor will either (i) execute and submit to Iron Mountain a Beneficiary Enrollment Form, referenced in this Agreement as Exhibit E, listing each Beneficiary to be enrolled under the Agreement or (ii) enroll the Beneficiary via the online portal maintained at the website located at [www.ironmountainconnect.com](http://www.ironmountainconnect.com). Upon Iron Mountain's receipt of Exhibit E or any additional Exhibit E thereto, Iron Mountain will promptly issue an enrollment letter and a copy of Exhibit C of this Agreement to the Beneficiary. Depositor shall use commercially reasonable efforts to assure that all Beneficiary information contained in Notices Table of each Exhibit E submitted to Iron Mountain is current. For avoidance of doubt, Depositor may remove an enrolled Beneficiary from this Agreement by written notice to Iron Mountain. Once such notice is received by Iron Mountain, the Beneficiary shall no longer have any rights under this Agreement.
2. **Requests for Return of Deposit Material by Depositor.** Iron Mountain will not permit the replacement or removal of previously submitted Deposit Material without appropriate written documentation and consent of Beneficiary(ies) enrolled to the Deposit Account from which Deposit Material will be replaced or removed. Any Deposit Material that is removed from the deposit account will be either returned to Depositor (if submitted on physical media) or destroyed in accordance with Depositor's written instructions.
3. **Release of Deposit to Beneficiary Upon Depositor's Instruction.**  
Upon receipt by Iron Mountain of written instructions directly from Depositor's Authorized Person, Depositor's trustee in bankruptcy or a court of competent jurisdiction, Iron Mountain will release a copy of the Deposit Material to the Beneficiary identified in the instructions. Iron Mountain is entitled to receive any fees due Iron Mountain before making the release. Beneficiary's enrollment will terminate upon the release of the Deposit Material held by Iron Mountain.
4. **Filing For Release by Beneficiary.**
  - (a) Upon notice to Iron Mountain by Beneficiary of the occurrence of a Release Condition (defined hereinafter), Iron Mountain shall provide Depositor with a copy of Beneficiary's notice by commercial express mail. Such notice from Beneficiary will be signed and on company letterhead. From the date Iron Mountain mails the notice requesting release of the Deposit Material, Depositor's Authorized Person shall have sixty (60) days to deliver to Iron Mountain contrary instructions ("**Contrary Instructions**"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured within the allotted time period. Such notice shall be signed by Depositor's Authorized Person and on company letterhead. Upon receipt of Contrary Instructions, Iron Mountain shall not release a copy of the Deposit Material, but shall send a copy of the Contrary Instructions to Beneficiary by commercial express mail. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution in accordance with the Disputes provision of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor's Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.
  - (b) If no timely Contrary Instructions are given to Iron Mountain, Depositor agrees that Iron Mountain shall, unless prohibited by operation of law, deliver a copy of the Deposit Material to the Beneficiary that provides Iron Mountain with a statement, signed by an officer of the Beneficiary:
    - (i) asserting that the Beneficiary is entitled to release of the Deposit Material;
    - (ii) requesting that a copy of the Deposit Material be released and delivered to Beneficiary;
    - (iii) asserting that the copy of the Deposit Material being released to Beneficiary will only be used as permitted under this Agreement and any other agreement(s) between Depositor and Beneficiary controlling use of the Deposit Material; and
    - (iv) stating specific delivery instructions along with any fees due Iron Mountain.
5. **Release Conditions.**  
As used in this Agreement, "Release Condition" shall mean the existence of any one or more of the following circumstances, uncorrected for more than thirty (30) days:
  - (i) Depositor's final adjudication as bankrupt under the United States Bankruptcy Code while Beneficiary is under active support with Depositor for the Deposit Material; or
  - (ii) Such other Release Condition as CA may agree to from time to time with a particular customer.
6. **Right to Use Following Release.**  
Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding the preceding sentence, Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with the Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

**Exhibit D****Auxiliary Deposit Account to Custom Technology Deposit Account Service Agreement**

<b>Master Deposit Account Number</b>	
<b>Auxiliary Deposit Account Number</b>	

\_\_\_\_\_ (“**Depositor**”) and Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”) have entered into the above referenced Custom Technology Deposit Account Service Agreement (“**Agreement**”). Pursuant to that Agreement Depositor may create additional deposit accounts (each, an “**Auxiliary Deposit Account**”) for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: \_\_\_\_\_ (“**Deposit Account Name**”).

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

**Depositor Authorized Person Notices Table**

Please provide the name and contact information of the Depositor Authorized Person for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

<b>Depositor Authorized Person/Notices Table (Required information)</b>		<b>Secondary (CC) - Depositor Authorized Person/Notices Table (Required information)</b>	
<b>Print Name</b>		<b>Print Name</b>	CA General Counsel's Office
<b>Title</b>		<b>Title</b>	
<b>Email Address</b>		<b>Email Address</b>	
<b>Street Address</b>		<b>Street Address</b>	
<b>Province/City/State</b>		<b>Province/City/State</b>	
<b>Postal/Zip Code</b>		<b>Postal/Zip Code</b>	
<b>Phone Number</b>		<b>Phone Number</b>	
<b>Fax Number</b>		<b>Fax Number</b>	

**Billing Contact Information Table**

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

<b>Company Name</b>	
<b>Print Name</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Street Address</b>	
<b>Province/City/State</b>	
<b>Postal/Zip Code</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	

The undersigned hereby agrees that all terms and conditions of the above referenced Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

<b>DEPOSITOR</b>		<b>IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Print Name</b>		<b>Print Name</b>	
<b>Title</b>		<b>Title</b>	
<b>Date</b>		<b>Date</b>	
<b>Email Address</b>		<b>Email Address</b>	ipmclientservices@ironmountain.com

**Exhibit D-1****Auxiliary Deposit Account to Custom Technology Deposit Account Service Agreement**

<b>Master Deposit Account Number</b>	
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\_\_\_\_\_ (“**Depositor**”) and Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”) have entered into the above referenced Custom Technology Deposit Account Service Agreement (“**Agreement**”). Pursuant to that Agreement Depositor may create additional deposit accounts (each, an “**Auxiliary Deposit Account**”) for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new accounts will be referenced by the following names set forth below (each, “**Deposit Account Name**”). Pursuant to the Agreement, Depositor may submit material to be held in these Auxiliary Deposit Accounts by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

<b>Number of Auxiliary Accounts Being Opened</b> (please have one line for each and additional line may be added)	<b>Deposit Account Numbers</b> (to be supplied by Iron Mountain)	<b>Deposit Account Names</b> (to be supplied by Depositor)
1		
2		
3		
...75		

**Depositor Authorized Person Notices Table**

Please provide the name and contact information of the Depositor Authorized Person for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

<b>Depositor Authorized Person/Notices Table</b> <b>(Required information)</b>		<b>Secondary (CC) - Depositor Authorized Person/Notices Table</b> <b>(Required information)</b>	
<b>Print Name</b>		<b>Print Name</b>	CA General Counsel's Office
<b>Title</b>		<b>Title</b>	
<b>Email Address</b>		<b>Email Address</b>	
<b>Street Address</b>		<b>Street Address</b>	
<b>Province/City/State</b>		<b>Province/City/State</b>	
<b>Postal/Zip Code</b>		<b>Postal/Zip Code</b>	
<b>Phone Number</b>		<b>Phone Number</b>	
<b>Fax Number</b>		<b>Fax Number</b>	

**Billing Contact Information Table**

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

<b>Company Name</b>	
<b>Print Name</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Street Address</b>	
<b>Province/City/State</b>	
<b>Postal/Zip Code</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	

The undersigned hereby agrees that all terms and conditions of the above referenced Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR	
Signature	
Print Name	
Title	
Date	
Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

## Exhibit E

### Beneficiary Enrollment Form

Pursuant to the Custom Technology Deposit Account Service Agreement ("Agreement") Depositor hereby enrolls

**Beneficiary Company Name:** \_\_\_\_\_ as a Beneficiary to

Deposit Account Number: \_\_\_\_\_

The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Notices Table		Billing Contact Information Table	
All Notices to Beneficiary will be sent to the contact set forth below.		All Invoices for Beneficiary Fees will be sent to the contact set forth below <input type="checkbox"/> <i>Check if same as Notices Table</i>	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR	
Signature	
Print Name	
Title	
Date	
Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201